

RESOLUTION NO 2016- 124

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE A CONTRACT BETWEEN ST. JOHNS COUNTY AND THE ST. JOHNS COUNTY SCHOOL DISTRICT FOR TRANSPORTATION SERVICES FOR SUMMER CAMP ACTIVITIES FACILITATED BY THE ST. JOHNS COUNTY RECREATION & PARKS DEPARMENT.**

**WHEREAS**, the St. Johns County Recreation Department requires bus transportation services for its 2016 summer camp activities; and

**WHEREAS**, in order to provide these required transportation services, St. Johns County desires to enter into a one year agreement with the St. Johns County School District; and

**WHEREAS**, the St. Johns County School District will provide the County use of buses and a list of qualified drivers to transport local children participating in summer camp activities; and

**WHEREAS**, the County has reviewed the terms, provisions, conditions and requirements of the proposed contract, which is attached hereto, and incorporated herein; and

**WHEREAS**, the County has determined that entering into this contract with the St. Johns County School District serves a public purpose and is in the best interest of the County.

**NOW, THEREFORE BE IT RESOLVED**, by the Board of County Commissioners of St. Johns County, Florida that:

**Section 1.** The above recitals are incorporated by reference into the body of this Resolution, and such Recitals are adopted as Findings of Fact.

**Section 2.** The Board of County Commissioners hereby approves and authorizes the County Administrator, or designee, to execute a contract, in substantially the same and format as attached, on behalf of the County, with the St. Johns County School District to provide bus transportation services for 2016 summer camp activities.


**Section 3.** To the extent that there are typographical or administrative errors that do not change the tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval of the board of County Commissioners.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 3<sup>rd</sup> day of May 2016.

**BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA**

  
\_\_\_\_\_  
Jeb S. Smith, Chair

ATTEST: HUNTER S. CONRAD, Esq., CLERK OF THE CIRCUIT COURT

By:   
\_\_\_\_\_  
Deputy Clerk



RENDITION DATE 5/5/16



**CONTRACT AGREEMENT**  
**Parks and Recreation Transportation Services**

This Agreement is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **St. Johns County**, a political subdivision of the State of Florida, with administrative offices located at 500 San Sebastian View, St. Augustine, FL 32084, hereinafter referred to as the "County", and the St. Johns County School District, a unit of local government charged with operating the public schools located in St. Johns County, Florida, with offices located at 40 Orange Street, St. Augustine, Florida, 32084, hereinafter referred to as the "District." In consideration of the mutual promises contained herein, the County and the District agree as follows:

**1. Scope of Services.**

The District's responsibility under this Agreement is to provide to the County use of District owned buses and a list of qualified drivers to transport local children participating in summer activities facilitated by the County's Parks and Recreation Department. Operation of District owned buses shall be conducted only by qualified drivers included on the list, and the list of qualified drivers shall be attached hereto as Exhibit A and incorporated herein by this reference prior to execution of this Agreement. Such attachment and incorporation of the list shall be a condition precedent to performance by the County under this Agreement.

**2. Term and Extension.**

The term of this Agreement shall begin on June 1, 2016 ("Effective Date"), and shall continue through and until 11:59 p.m., Eastern Standard Time, on August 31, 2016 ("Expiration Date"). The Agreement may be extended upon prior written approval by both parties. It is expressly noted that, while this Agreement may be extended as stated herein, neither the County nor the District is under any obligation to extend this Agreement.

**3. Termination.**

This Agreement may be terminated upon either the County, or the District providing at least thirty (30) days prior written notice to the other party of such notice of termination. Such written notification shall indicate that either the County or the District intends to terminate this Agreement thirty (30) days from the date of notification (unless a date greater than thirty (30) days is specified). Consistent with other provisions of this Agreement, the District shall be compensated for any services and/or mileage that are both authorized under this Agreement and that are performed and/or accrue up to the termination of this Agreement.

**4. Compensation and Invoicing.**

a. The County shall compensate the District at an average rate of fifty-five dollars (\$55) per hour of service and sixty-five cents (.65) per mile traveled. Payment is from last duty place back to duty place. The rates provided herein shall be firm for the entire Term of this Agreement.

b. Invoices/bills shall be submitted to the County by the District bi-weekly. The County shall submit payment of the invoices/bills to the District within thirty (30) days of receipt. Although there is no billing form or format pre-approved by either the County, or the District, bills/invoices submitted by the District shall detailed the total number of hours that service is performed and the total number of miles traveled. The County may return a bill/invoice from the District, and request additional documentation/information related to the hours of service and/or mileage. Under such circumstances, the time frame for payment will be extended by the time necessary to receive a clarified bill/invoice. Unless otherwise notified, bills/invoices should be delivered to: St. Johns County Parks and Recreation Department, Attn: Wil Smith, 2175 Mizell Road, St. Augustine, FL 32080.

**5. Availability of Funds.**

The County's obligations under this Agreement are subject to the availability of lawfully appropriated funds. While the County will make all reasonable efforts, in order to provide funds needed to perform under this Agreement, the County makes no express commitment to provide such funds in any given County Fiscal Year. Moreover, it is expressly noted that the District cannot demand that the County provide any such funds in any given County Fiscal Year.

**6. Insurance.**

The District shall acquire and provide proof of insurance coverage in the types and amounts mutually agreed upon by the parties prior to execution of this Agreement. Such coverage shall be maintained by the District for the Term of this Agreement. Proof of insurance shall be provided to the County upon execution of this Agreement. The District shall provide the County no less than thirty (30) days prior notice of any changes to, or cancellation of, the insurance coverage noted herein. Failure by District to provide such notice shall constitute cause for automatic termination of this Agreement without further notice or action required on the part of the County.

**7. Indemnification.**

To the extent permissible by law, the County shall indemnify, defend and hold harmless the District, its officers, and employees, from any liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent that such liabilities, damages, losses and costs are directly or indirectly caused by the negligence, recklessness, intentional and/or unintentional act or omission of the County and other persons employed or utilized by the County in performance of this Agreement.

**8. Independent Contractor Status.**

The District is, and shall be, in the performance of all services and activities under this Agreement, an Independent Contractor, and not an employee, agent, official, or servant of the County.

**9. No Third Party Beneficiaries.**

Both the County and the District explicitly agree, and this Agreement explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

**10. Severability.**

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

**11. Governing Law and Venue.**

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract shall be held in St. Johns County, Florida.

**12. Notices.**

All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the County shall be mailed to:

St. Johns County Parks and Recreation Department  
Attn: Wil Smith  
2175 Mizell Road  
St. Augustine, FL 32080

and if sent to the District shall be mailed to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**13. Headings and Captions.**

The headings and captions contained herein are solely for convenience of reference and shall not constitute a part of this Agreement, or affect its meaning, construction or effect.

**14. Public Records.**

The access to, disclosure, non-disclosure, or exemption of records, data, documents, correspondence, and/or materials associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State or Federal law. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

**15. Survival.**

It is explicitly noted that the following provisions of this Contract Agreement, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this Contract Agreement, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, and/or non-renewal: (1) Insurance; (2) Indemnification; and (3) Public Records.

IN WITNESS WHEREOF, authorized representatives of the County, and District have executed this Contract Agreement on the day and year below noted.

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**County:**

\_\_\_\_\_  
Michael D. Wanchick, County Administrator

\_\_\_\_\_  
Date

**District:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_  
Date

*Joseph G. Joyner*

Joseph G. Joyner, Ed.D.

3/29/16

**ATTEST:**

HUNTER S. CONRAD

BY: \_\_\_\_\_

Deputy Clerk

\_\_\_\_\_  
Date

**Legal Review By:**

\_\_\_\_\_  
Senior Assistant County Attorney

\_\_\_\_\_  
Date

**Legal Review By:**

\_\_\_\_\_  
District Attorney

\_\_\_\_\_  
Date

*Frank W. Wanchick*

3/29/16

**EXHIBIT A**  
**QUALIFIED DRIVER LIST**